

Project No: 8157

Project Name: Abel Street Midtown Improvements

**DRAFT**

**AMENDMENT TO AGREEMENT No. 8**  
**FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 29 of September 2005 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JMH Weiss, Inc. (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering design services for Abel Street as part of the improvement of Midtown on March 25, 2004; and

WHEREAS, the parties entered into an Agreement Amendment #2 to allow CONSULTANT to provide professional topographic and ALTA Survey services on the parcel proposed as the location of the New Senior Housing and Medical Center on June 28, 2004. The parcel is located along the west side of North Main Street, south of Weller Avenue, and behind the City owned DeVries house.

WHEREAS, the parties entered into an Agreement Amendment #3 to provide professional traffic consulting services for North Main Project area (New Library, Parking Structure, Proposed Senior Housing and Proposed Medical Office Building), Serra Way between Calaveras Blvd and South Main Street, Abel Street Development and KB Homes Development at Abel Street on June 28, 2004.

WHEREAS, the parties entered into an Agreement Amendment #4 to provide professional traffic consulting services for Abel Street at Serra Center and 330 South Abel Street on September 10, 2004.

WHEREAS, the parties entered into Agreement Amendment #5 to provide professional engineering services to design Opticom Interconnect Systems along Abel Street at Weller Lane, Serra Way, Corning Avenue and Curtis Avenue and to conduct turning movement counts at Abel Street and Junipero Drive; to provide boundary, topographic, and utility survey in Curtis Avenue and a video inspection of the sewer and storm within Abel Street; to provide construction drawings for sanitary sewer upgrades in Abel Street and Curtis Avenue; to provide utility undergrounding master plan; and to provide a landscape concept plan for portions of Abel Street on October 19, 2004.

WHEREAS, the parties entered into Agreement Amendment #6 to pothole certain utilities along Abel Street to identify their precise locations on March 23, 2005.

WHEREAS, the parties entered into Agreement Amendment #7 to provide professional engineering services to redesign the modification of existing

traffic signals at the signalized intersections along Abel Street at Weller Lane, Serra Way, Junipero Drive, Corning Avenue and Curtis Avenue; design the signal interconnect along Abel Street; provide foot-candle calculations for the five (5) signalized intersections; design the retaining wall to support the new sidewalk along Lower Penitencia Creek from Great Mall Parkway to the southern Elmwood Correctional Facility driveway; prepare PSUE documents for relocated traffic controller pads; revise street light circuit design; provide additional electrical services; coordination of SCVWD improvements; provide mapping and lot line adjustments for the Health Center and Senior Housing projects; attend project management meetings; and reimbursable for printing, reproductions, deliveries, and mileage on August 5, 2005.

WHEREAS, the parties now desire to amend the Agreement to provide professional engineering services to perform Value Engineering and redesign the curb/gutter and root barrier on both sides of Abel Street from Weller Lane to Great Mall Parkway; perform Value Engineering, coordinate and revise the Joint Trench design on the west side of Abel Street from Weller Lane to Calaveras Blvd, immediately north of Corning Ave., and immediately south of Sylvia Ave; research existing utility easement and prepare PSUE documents for the under grounded overhead utilities at APN 022-08-033; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:  
The term of this Agreement shall begin on the date first noted above and shall end on **May 30, 2006**.
2. Section 1, entitled "Services" is amended by adding Exhibit "**A-8**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-8**", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:  
The compensation for the services set forth in Exhibits "**A-8**" is a "Cost Not To Exceed" amount. The total maximum amount of compensation to be paid for the tasks outlined in Exhibit "**B-8**" shall be **\$ 41,800.00**
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 25, 2004**, between **JMH Weiss, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to Content

\_\_\_\_\_  
Kevin R. Weiss P.E, P.L.S.  
*President*  
JMH Weiss, Inc.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A-8**

JMH Weiss, Inc. agrees to perform the items, as requested by the City as stated below.

### **Task 1 Perform Value Engineering and Redesign Curb/Gutter & Root Barrier.**

Perform Value Engineering (VE) and prepare plans, specifications and estimates (PS&E) for the redesign of the curb and gutter and root barrier on both sides of Abel Street from Weller Lane to Great Mall Parkway.

### **Task 2 Perform Value Engineering and Redesign Joint Trench**

TEE (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will perform Value Engineering and prepare PS&E for the Joint Trench redesign on the west side of Abel Street from Weller Lane to Calaveras Blvd, immediately north of Corning Ave., and immediately south of Sylvia Ave. Coordinate work with PG&E and KB Homes.

### **Task 3 Meeting Attendance**

JMH Weiss, Inc. and TEE will attend meetings to present findings and respond to questions. Estimated (83) eighty-three man hours.

### **Task 4 Reimbursable**

Reimbursable for printing, reproductions, deliveries, and mileage.

**EXHIBIT B-8**  
**FEE SCHEDULE**

**JMH Weiss, Inc.**

The Fees for the listed Tasks are as follows:

TASK 1: Redesign Curb & Gutter and Root Barrier	\$ 4,800
TASK 2: VE and Redesign Joint Trench	\$15,200
TASK 3 : Meeting Attendance	\$10,000
TASK 4: Reimbursable	\$13,000

<b><u>Total Not to Exceed Fee</u></b>	<b><u>\$ 43,000</u></b>
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**EXHIBIT B-8 (cont'd)**  
**HOURLY FEE SCHEDULE**

**JMH Weiss, Inc.**

September 30, 2003 to September 30, 2005

**Labor Category**

**Rate**

**Office and Professional**

Principal	\$165/hr.
Senior Engineer/Surveyor	\$120/hr.
Project Engineer/Planner	\$105/hr.
Assistant Engineer/Planner	\$85/hr.
Senior Technician	\$90/hr.
Technician	\$65/hr.
Administrative Assistant	\$60/hr.
Clerical	\$50/hr.
Office Assistant/Courier	\$40/hr.

**Field**

Field Work Supervisor	\$90/hr.
2-Man Field Party (including total station)	\$170/hr.
3-Man Field Party (including total station)	\$220/hr.

**Other**

Overtime Premium	Regular hourly rates plus twenty percent (20%)
Global Positioning System Services (GPS)	Project Specific
Outside Blueprinting	Cost, Plus 10%
Mileage	\$0.405 per mile
Outside Contract Services	Cost, Plus 10%